

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this Invitation to Bid is to establish a contract for the acquisition of maintenance, technical support and equipment upgrade services for Cryogenic Oxygen Plants at County Facilities managed by the Miami-Dade Water and Sewer Department (WASD) as needed.

2.2 EXAMINATION OF SITE

Bidders may request to visit the site of the proposed work to become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. Bidders are advised to examine carefully the specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

Bidders must submit their request for a site visit to the contact person stipulated herein, no later than 3:00 p.m. on April 11, 2014.

2.3 TERM OF CONTRACT: FIVE (5) YEARS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

2.4 OPTION TO RENEW FOR FIVE (5) ADDITIONAL YEARS

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional five (5) years. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

2.5 METHOD OF AWARD: TO A SINGLE LOWEST PRICED BIDDER IN THE AGGREGATE

Award of this contract will be made to the responsive, responsible Bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single Bidder.

2.5.1 Minimum Requirements and Required Submittals:

Bidders must meet the minimum qualifications as stipulated herein. The County may, at its sole discretion and in its best interest, allow the Bidder(s) to provide the required documents during the bid evaluation period. Failure to provide the required documentation as specified by the County will result in the Bidder(s) not being considered for contract award.

2.5.1.1 Minimum Number of Staff Members

Bidder must have a minimum of three (3) individuals with experience providing technical support services at cryogenic oxygen plants. One (1) of the staff members shall be designated as the Field Engineer (refer to Paragraph 3.3). A minimum of two (2) individuals shall be designated as Technical Support Staff (refer to Paragraph 3.2).

Bidder shall provide names and titles of each staff member to meet the above requirements.

2.5.1.2 Experience Requirements

- 1) Field Engineer – the Bidder's Field Engineer (as identified in Section 2.5.1.1) must have experience that includes a minimum of five (5) years specific experience in Union Carbide cryogenic systems in addition to a minimum of five (5) years' experience in each of the three areas identified below for the Technical Support Staff. (Note: The Field Engineer must be an employee of the Bidder and the position cannot be subcontracted.)
- 2) Technical Support Staff (not including the Field Engineer who is provided above)– Each of the Bidder's Technical Support Staff (as identified in 2.5.1.1) must have a minimum of five (5) years industry experience providing services to cryogenic oxygen production facilities in at least one of the following areas:
 - a) Support services at plants with a minimum 50-ton/day capacity that have reversing heat exchanger (RHX) based front-end design.
 - b) Warm plant thaw startup and facility maintenance services including insulation removal and cold end check valve replacement.
 - c) Installation, programming, troubleshooting and operation of programmable logic control (PLC) systems. This experience is to include GE Fanuc 90-30 CPU's with iFix software communicating via Ethernet IP.

Additionally, the Bidder's Technical Support Staff must collectively cover the experience requirements in all three areas. Bidder must offer enough Technical Support Staff so that all three areas are covered. The County may consider subcontracted services for the Technical Support Staff position(s). If a Bidder intends to subcontract any of these services, it must clearly articulate which position it intends to subcontract at the time of bid.

- 3) Resumes and Reference - Bidder must provide resumes for the Field Engineer and all Technical Support Staff (whether the position is subcontracted or not). Bidder must also provide references from previous or current employers verifying the Field Engineer's experience. This information must demonstrate to the County's satisfaction that the designated staff members are qualified to provide service for the oxygen generation facilities.

2.5.1.3 Staff Availability

Bidder must have Technical Support Staff must be available to provide telephone technical support and schedule field service visits, as required, including after normal working hours, weekends, and holidays. Bidder shall provide the contact information for such personnel.

Substitution or replacement of the Bidder's or approved subcontractor's staff members providing services to the County must be reported to WASD. Substituting or replacement staff member(s) must also meet the minimum qualification stipulated herein prior to commencement of work.

NOTE: Mark up pricing requested for parts, material and equipment upgrades will not be considered in the basis of award. In addition, given the expected usage of the technical support services/ staff, pricing for this position will not be considered for award.

2.6 **PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED BASED ON PRICE INDEX**

The prices proposed by the awarded Bidder shall remain fixed for a period of one (1) year after the commencement of the contract. After this period, the awarded Bidder may submit a price adjustment request annually to the County based on the most recent annual index of the following: **Consumer Price Index (CPI), All Urban Consumers, All Items, Miami/Ft. Lauderdale Area.**

It is the awarded Bidder responsibility to request any price adjustment under this provision. For any adjustment to be considered it must be submitted 90 days prior to expiration of the then one (1) year period. The County reserves the right to reject any price adjustments submitted by the awarded Bidder.

The County reserves the right to negotiate lower pricing for any subsequent one (1) year period based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the one (1) year period based on the downward movement of the applicable index.

2.7 **CLEAN UP MUST BE PERFORMED BY BIDDER**

All usable surplus materials and debris shall be removed from the work site premises at the end of each day and disposed of in an appropriate manner, as mutually agreed upon by the selected Bidder and the WASD Oxygen Plant Supervisor or designee. Upon completion of the repair, the awarded Bidder shall thoroughly clean up all areas where the repair work has been accomplished and shall restore the work area to a condition equal to or better than pre-repair conditions.

The Oxygen Plant Supervisor or designee shall give written notice to the awarded Bidder if those obligations are not met. In the event the awarded Bidder fails to comply in excess of two (2) working days, excluding County observed holidays, after notice is issued, the Oxygen Plant Supervisor, or designee, may employ such labor and equipment as deemed necessary to remove any unused material and debris and/or restore the work site to the pre-repair condition. The cost of such work together with the cost of supervision shall be charged to the awarded Bidder and be deducted from any money due to the awarded Bidder on the final work order or project specific invoice. No repair job, work order or specific project shall be considered as having been completed until all site cleanup obligations have been met.

2.8 CORRECTIONS IN DEFICIENCIES IN WORK

The awarded Bidder shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract; whether or not fabricated, installed or completed. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are reported to the primary awarded Bidder by the County. The awarded Bidder shall bear all costs of correcting such rejected work. If the awarded Bidder fails to correct the work within the period specified, the County may, at its discretion, notify the awarded Bidder, in writing, that the awarded Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within fifteen (15) calendar days of receipt of the notice. If the awarded Bidder fails to correct the work by the date specified in the notice, the County shall place the awarded Bidder in default, obtain the services of the secondary Bidder to correct the deficiencies, and charge the awarded Bidder for the difference in costs; either through a deduction from the final payment owed to the awarded Bidder or through invoicing.

2.9 HOURLY RATE

The hourly rate quoted shall include full compensation for labor, travel time, and any other cost to the awarded Bidder for technical support services. Telephone support services and consultations shall not be charged to WASD unless prior approval by WASD's Oxygen Plant Supervisor or designee is attained by the Bidder. The hourly billing rate offered is assumed to be at straight-time for all labor, except as otherwise noted. The awarded Bidder shall comply with minimum wage standards and any other applicable laws of the State of Florida. This hourly rate does not include any separate equipment purchases that may be required as part of parts, material and equipment upgrades as listed herein.

2.10 OVERTIME

Overtime will be evaluated on a weekly basis and consists of more than forty (40) hours worked per week (will not be evaluated for individual days worked exceeding 8 hours). Overtime services to support critical plant operations must be approved in advanced by WASD's Oxygen Plant Supervisor or designee. The awarded Bidder will be paid a maximum of 1½ times the value of the contract's regular hourly labor rate for such pre-authorized overtime services.

2.11 INVOICING AND PAYMENTS

In addition to Section 1.34, Invoices, of the General Terms and Conditions, the computations for payment for each requested job hereunder shall be as follows:

2.11.1 Labor Rates shall be billed at the hourly rates offered by the awarded Bidder. Fractions of actual on-the-job site labor hours for hours worked by the Field Service Engineer or technical support staff, shall be rounded up to the closest hour and must be approved by the WASD Oxygen Plant Supervisor, or designee. Actual hours will be the number of labor hours worked times the hourly labor rate per hour. The hourly labor rate per hour will be used for all payment calculations. Emergency/holiday field service visits, as approved by the County, shall be paid at the rates in Section 2.9 entitled "Hourly Rate" or 2.10 entitled "Overtime". No additional allowances will be given for emergency/ holiday services.

2.11.2 Invoices for pricing for parts, material and equipment upgrades will be accompanied by documentation supporting the charges (including freight and handling charges) for verification purposes. This will only apply when requested and approved in writing by the Oxygen Plant Supervisor or designee. Mark up for equipment upgrades, replacement parts, and materials as may be required to be furnished by the Bidder shall not exceed 20% of the awarded Bidder's actual cost.

2.12 INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT

The following supersede the insurance coverage as listed in Section 1.21. All other requirements of that section remain the same.

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

2.13 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards including but not limited to American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), the Environmental Protection Agency (EPA), the Instrument Society of American (ISA), the International Standards Organization (ISO), the National Fire Protection Association (NFPA), the National Institute of Safety Hazards (NIOSH), the National Sanitation Foundation (NSF), and the Occupational Safety and Health Administration (OSHA).

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The scope of work consists of providing technical support including assigning a Field Engineer to assist Water and Sewer Department (WASD) forces in start-up operations, upgrading of existing equipment, maintenance, and emergency repairs of the Cryogenic Oxygen Plants at the WASD Wastewater Treatment Plants in Miami-Dade County, Florida. The work also consists of furnishing all necessary labor, parts, materials and equipment that WASD might need to meet operational requirements for scheduled maintenance and repairs.

WASD operates three (3) treatment plants in Miami-Dade County that process and treat wastewater (a combination of liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions together with any groundwater, surface water, and storm water that may be present). Located at these three (3) wastewater treatment plants are nine (9) oxygen plants, which produce oxygen at a high purity level which is used in the wastewater treatment process.

The oxygen is used in the oxygenation reactor tanks to provide for the bacterial respiration requirements so that the process of treating and stabilizing the raw wastewater influent to wastewater treatment areas of a plant can be accomplished. This activity enables a larger volume of wastewater to be processed and disposed of in a shorter period of time than using ambient air. The production of oxygen is therefore critical to the wastewater treatment process and directly affects the associated costs and volume of wastewater processed by the plants.

3.2 TECHNICAL SUPPORT STAFF

The awarded Bidder must be fully capable of providing services to cryogenic oxygen production facilities and must maintain the number of staff with the experience in the three (3) following areas:

- 3.2.1 Support services at plants with a minimum 50-ton/day capacity that have reversing heat exchanger (RHX) based front-end design.
- 3.2.2 Warm plant thaw startup and facility maintenance services including insulation removal and cold end check valve replacement.
- 3.2.3 Installation, programming, troubleshooting and operation of programmable logic control (PLC) systems. This experience is to include GE Fanuc 90-30 CPU's with iFix software communicating via Ethernet IP.

The awarded Bidder's technical support employees must be available to the County after normal working hours, weekends, and holidays to provide telephone technical support and/or schedule field service visits in the event of a County operational emergency at designated plants.

3.3 FIELD ENGINEER

The Field Engineer shall become knowledgeable on the County's facilities and treatment plant operations and will be the day-to-day point of contact. The Field Engineer must be able to shut down and start up Union Carbide cryogenic plants without assistance from the County's personnel

The awarded Bidder shall employ a competent Field Engineer who shall be in attendance at the project site during the progress of the work. The Field Engineer shall be the primary point of contact and authorize representative able to make decisions on behalf of the awarded Bidder. The Field Engineer shall be considered to be, at all times, an employee of the Bidder under its sole direction and not an employee or agent of Miami-Dade County.

3.4 EQUIPMENT DESCRIPTION AND SITE LOCATIONS

The locations and description of the sites and equipment are as follows:

3.4.1 North District Wastewater Treatment Plant 2575 NE 151 Street, North Miami Beach, FL 33160

The cryogenic oxygen equipment at the North District Wastewater Treatment Plant consists of: two (2) Union Carbide Model U63 cryogenic oxygen plants with three 1250 HP Joy Compressors, Rotoflow expansion turbines, one 300-ton and one 140-ton liquid oxygen storage tank and vaporizing facility, related process equipment, and electronic instrumentation and controls. In addition, at the North District Oxygen Plant #3, the cryogenic oxygen equipment consists of one (1) Union Carbide Model UI00 cryogenic oxygen plant with two (2) Joy Compressors, one (1) 1500 HP and one (1) 1750 HP motor and Rotoflow expansion turbine.

3.4.2 Central District Wastewater Treatment Plant 3989 Rickenbacker Causeway, Virginia Key, Miami, FL 33149

The cryogenic oxygen equipment at the Central District Plant consists of: three Union Carbide Model U80 cryogenic oxygen plants (two on-duty and one stand-by) with three 1500 HP Joy Compressors, Rotoflow expansion turbines, four 71.5-ton liquid oxygen storage and vaporizing facilities, related process equipment, and electronic instrumentation and controls.

3.4.3 South District Wastewater Treatment Plant 8950 SW 232 Street, Goulds, FL 33170

The cryogenic oxygen equipment at the South District Plant consists of: two Union Carbide Model U80 cryogenic oxygen plants with two 1500 HP Centac Compressors, and one Union Carbide Model U100 plant with one 1750 HP Joy Compressor, Rotoflow expansion turbines, Four 71.5-ton liquid oxygen storage tanks and vaporizing facilities, related process equipment, and electronic instrumentation and controls.

3.5 REQUIRED SERVICES

3.5.1 Maintenance and Technical Support:

Under the control and guidance of the Oxygen Plant Supervisor, or designee, the selected Bidder shall consult with and render assistance to WASD on special problems of operations and maintenance which may be encountered from time-to-time. This work shall include, but not be limited to, providing assistance at the job site or by telephone, on equipment or system operation, personnel training, reviewing maintenance status, troubleshooting problems, overhaul procedures,

recommending equipment or system upgrading, review of operating data, parts and maintenance planning and conducting audit of the facilities if requested by WASD. Annual thaws and startups of plants shall be conducted along with 90 day CEGT operating thaws on U100's.

3.5.2 Upgrade Equipment, Parts and Materials:

Any upgrade of equipment, parts and materials for the scheduled maintenance and emergency repairs will usually be supplied by WASD. In the event WASD cannot provide the materials, the awarded Bidder may be requested to furnish the items as directed by the Oxygen Plant Supervisor or designee. In these circumstances Project Work Orders would be utilized and issued by the user department as deemed necessary.

3.6 EMERGENCY SERVICES

The awarded Bidder shall provide 24 hours, 7 days a week Emergency Service to the County. The awarded Bidder must provide contact information for the Field Engineer that will be available to the County after normal working hours, weekends, and holidays to provide telephone technical support and/or schedule field service visits in the event of a County operational emergency at these designated plants.

Emergency service response time shall be within twenty-four (24) hours after notification by the County, unless otherwise mutually agreed in writing.

3.7 PROJECT WORK ORDER AUTHORIZATION

WASD's authorized representative shall generate and issue a Work Order for each project to be performed under this Contract. The project work order shall include the location, description and plans, if necessary, covering the scope of work to be completed. The project work order shall include a cost estimate calculated by the County for the work listed on the project work order, based on the contract prices.

For the purposes of identification and payment, the project work orders shall be numbered and dated. The awarded Bidder shall supply WASD's authorized representative with a written price quotation within a timeframe specified by WASD. The awarded Bidder shall start the work within 30 days of notification by the Oxygen Plant Supervisor or designee or as agreed upon and stated in the project work order.

3.7.1 Emergency work may be initiated verbally by the WASD Oxygen Plant Supervisor, or designee, but will be followed up with written requests before any work is performed on plant site.

3.7.2 The Oxygen Plant Supervisor, or designee, shall approve all upgrades, repairs and overhaul work and shall be the final authority for implementing awarded Bidder's recommendations.

3.7.3 The Oxygen Plant Supervisor, or designee, shall in all cases have the final decision on determining or accepting the amount, quality, fitness of materials or equipment to be provided by awarded Bidder.

WASD shall make a conscientious effort to anticipate the awarded Bidder's work or travel requirements and give the awarded Bidder sufficient notice to schedule and

perform approved plant work. However, if an emergency is declared by the WASD, the awarded Bidder shall have Field Service Engineer available at the plant site within twenty-four (24) hours of such notification in accordance with Section 3.6, Emergency Services.

No work shall be performed without authorization issuance of a project work order as approved by the Oxygen Plant Supervisor, or designee. All work shall be performed under complete supervision of the Oxygen Plant Supervisor, or designee.

